



ORDINANCE 2016-02

OF THE VILLAGE OF ASHVILLE



AN ORDINANCE AUTHORIZING THE VILLAGE ADMINISTRATOR AND FISCAL OFFICER TO EXECUTE A PERSONAL SERVICE AGREEMENT FOR LEGAL SERVICES WITH ISAAC, WILES, BURKHOLDER & TEETOR, LLC, AND DECLARING AN EMERGENCY

WHEREAS, on January 28, 2013, the Village of Ashville retained the law firm of Isaac Wiles Burkholder & Teetor, LLC, and in particular, attorney Mark Landes, to serve as its Village Solicitor; and

WHEREAS, the personal services contract for legal services expired January 28, 2016; and

WHEREAS, Council for the Village of Ashville understands and recognizes its need to retain an individual and law firm with a peculiar skill and aptitude to serve as Village Solicitor; and

WHEREAS, Council for the Village of Ashville is pleased with the level of service and work being performed currently by its Village Solicitor, and wants to continue this professional relationship; and

WHEREAS, Council for the Village of Ashville now wants to retain again the services of Isaac Wiles Burkholder & Teetor, LLC, and in particular, attorney Mark Landes, to serve as Village Solicitor.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ASHVILLE, PICKAWAY COUNTY, OHIO THAT:

SECTION ONE: The Village Administrator and Fiscal Officer are hereby authorized and directed to enter into an Agreement for Legal Services, in substantially the same format and content, as the document attached hereto as Exhibit "A" and incorporated herein by reference, on behalf of the Village of Ashville.

SECTION TWO: It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of Council and that all deliberations of Council and any of the decision making bodies of the Village of Ashville which resulted in such formal actions were in meetings open to the public in compliance with all legal requirements of the State of Ohio.

SECTION THREE: All prior legislation, or any parts thereof, which is/are inconsistent with this Ordinance is/are hereby repealed as to the inconsistent parts thereof.

SECTION FOUR: Council declares this to be an emergency measure immediately necessary for the preservation of the public peace, health, and safety of this municipality and the further reason that Village Council needs to approve and enter into this Agreement as soon as possible in order to continue providing the Village with uninterrupted legal services. Wherefore, provided this Ordinance receives the required affirmative votes of Council, this Ordinance shall take effect and be in force immediately upon passage by Council and approval by the Mayor.

Offered by: _____

Seconded by: _____

PASSED THIS 22nd DAY OF FEBRUARY, 2016

ATTESTED:

April D. Grube, Clerk-Fiscal Officer

APPROVED:

Charles K. Wise, Mayor

Prepared: 01/05/2016

Revised Date:

Review Date:

CERTIFICATE OF RECORDING OFFICER

I, the undersigned, hereby certify, that the foregoing is a true and correct copy of the ordinance adopted by the Village of Ashville Council held on 22nd day of February 2016, and that I am duly authorized to execute this certificate.

(Original signature of April D. Grube)

Clerk-Fiscal Officer
(TITLE)



AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services ("Agreement"), is entered into and effective this 24th day of February 2016, by and between Isaac Wiles Burkholder & Teetor, LLC (Isaac Wiles) and the Village of Ashville (the "Village"), pursuant to Ordinance No. 2016-02, passed by Village Council on February 22, 2016.

In consideration of the mutual promises contained herein, Isaac Wiles and the Village agree as follows:

1. **Purpose of Representation.** Pursuant to the laws of the State of Ohio, the Village hereby retains Isaac Wiles to serve as Village Solicitor for the Village and its elected and appointed officials. As Solicitor, Isaac Wiles shall be responsible for performing any and all duties pursuant to all Village Ordinances and laws of the State of Ohio.
2. **Scope of Representation.** Isaac Wiles shall from time when called upon by members of Village Council or any other Village Official (elected or appointed), render any and all such legal services as Village Solicitor as may be requested, including, but not limited to: ordinance and document preparation; initiate and defend litigation (administrative, state, or federal actions); draft and review contracts or other written documents; respond to inquiries; draft legal memoranda; provide legal representation in conjunction with specific transactions; advise the Village on legal issues as may be specifically requested; and perform any other duties as requested by the Village, its Council, or Officials, elected or appointed.

Isaac Wiles shall attend any and all regular and special meetings of Village Council, and other public, regular, or special meetings, when requested to do so by the Village.

General direction on all legal matters shall be given to Isaac Wiles through Village Council, the Mayor, Village Administrator, and/or Fiscal Officer. Isaac Wiles will perform only such legal services for the Village that are authorized and requested.

3. **Compensation.** Isaac Wiles shall compile a monthly itemized statement of services rendered, funds advanced, and expenses incurred and shall submit same to the Village Administrator immediately following the month in which such services were rendered and funds advanced and expenses incurred for and on behalf of the Village.

The Village shall pay Isaac Wiles for all legal services rendered at an hourly rate. Time devoted by attorneys will be charged at a rate of \$170.00 per hour and time devoted by paralegals will be charged at a rate of \$85.00 per hour, payable monthly. All time will be invoiced in .10/hour intervals. The Village shall reimburse Isaac Wiles for any and all costs advanced on behalf of the Village. The Village also shall reimburse Isaac Wiles for expenses incurred for large copy projects and any necessary courier charges.

Payment is due by the Village upon receipt of the statement. In the event the Village should disagree with, dispute, or question the amount stated to be due under any statement which was issued, the Village agrees to communicate such disagreement, dispute, or question to Isaac Wiles in writing within 30 days following receipt of such statement. In the absence of such written communication regarding the amount stated to be due under any statement within such time, Isaac Wiles shall be entitled to assume the Village has agreed to the amount of such statement and will pay the same amount within 30 days following receipt of such statement.

4. **Designation of Village Solicitor.** Mark Landes, an attorney with Isaac Wiles, shall be designated as Village Solicitor and shall be the primary attorney and contact person for the Village. All other attorneys at Isaac Wiles are Assistant Solicitors when acting on behalf of the Village.
5. **Terms of Agreement.** Is it agreed and understood by and between the Village and Isaac Wiles that the term of this Agreement shall be for two years beginning **January 28, 2016**, and may be terminated by either Isaac Wiles or the Village upon thirty (30) days written notice.
6. **Settlement Authority.** No settlement of any nature shall be made for any Village claim or suit without approval of Village Council.
7. **Professional Liability Insurance.** The Solicitor, as well as all Isaac Wiles attorneys providing services on behalf of the Village, shall at all times maintain professional liability insurance in an amount satisfactory to the Village and shall provide evidence of such coverage upon request of the Village.
8. **Conflicts of Interest.** Given the fact that Isaac Wiles represents other Ohio municipalities and non-municipal clients, in addition to the Village, Isaac Wiles will take reasonable efforts to recognize and disclose to the Village, any potential conflict. Isaac Wiles and the Village acknowledge and understand conflicts of interest between the Village and other clients of Isaac Wiles could occur from time to time. If possible that during the time Isaac Wiles is serving as Village Solicitor, some of Isaac Wiles' present or future clients will have disputes or transactions with the Village. The Village agrees Isaac Wiles may continue to represent or may undertake in the future to represent existing or new clients in any matter not substantially related to Isaac Wiles' work for the Village. Isaac Wiles agrees, however, the Village's prospective consent to conflicting representation shall not apply in any instance where, as a result of its representation the Village, Isaac Wiles has obtained propriety or other confidential information of information of a nonpublic nature, that, if known to such other clients, could be used in any such other matter by such client to the Village's material disadvantage.
9. **Applicable Laws.** Isaac Wiles shall comply with all applicable foreign, federal, state and local laws, rules, regulations, orders, ordinances, and government requirements in the performance of the Agreement.
10. **Notice.** All notice and other communication mandated hereunder shall be in writing and will be deemed to have been given if delivered by hand, or on the next business day if delivered by hand, or on the next business day if delivered by a recognized overnight courier, or when actually delivered if mailed by certified mail, return requested at the following addresses:

If to the Village of Ashville:
Franklin Christman, Administrator
VILLAGE OF ASHVILLE
200 East Station Street
PO Box 195
Ashville, Ohio 43103

If to Isaac Wiles:
Mark Landes, Esq.
ISAAC WILES BURKHOLDER & TEETOR, LLC
Two Miranova Place, Suite 700
Columbus, Ohio 43215

11. **Severability.** If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable to any extent, such provision shall be enforcement to the greatest extent permitted by law and the remainder of the Agreement and the application of such provisions to the other persons or circumstances shall be affected thereby and shall be enforced to the greatest extent of the law. The intent of this Section is that if any provisions are found invalid, void, or unenforceable, they are to be severed from the Agreement, and the remaining provisions shall be considered independent, valid, and enforceable.
12. **Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the State of Ohio without regard to its conflict of law principles.
13. **Entire Agreement.** The Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter hereof and supersedes all prior negotiations, discussions, undertakings, and agreements between the Village and Isaac Wiles. The Agreement may be amended or modified only in writing and executed by the Village and Isaac Wiles. Notwithstanding the foregoing, the Agreement for Collection Services dated November 18, 2014 is hereby renewed until January 28, 2018.
14. **Assignment.** The Agreement may not be assigned or transferred in whole or part by either the Village or Isaac Wiles without the written consent of the other. Any purported assignments without the express written consent of the other Party is void.
15. **Personal Service Contract.** The Village and Isaac Wiles agree the Agreement is, and is intended to be, a “personal service contract” as recognized in R.C. 145.012, and as identified in the Ohio Administrative Code. The Agreement is, and is intended to be, a formal bilateral written contract between the Village and Isaac Wiles, as required by the Ohio Revised Code. The Village and Isaac Wiles agree that since this is a personal service contract, no Public Employee’s Retirement System deductions will be made from Isaac Wiles’ compensation nor paid to the Public Employee’s Retirement System of Ohio.

VILLAGE OF ASHVILLE

By: _____

Franklin Christman
Village Administrator

By: _____

April Grube
Fiscal Officer

**ISAAC WILES BURKHOLDER
& TEETOR, LLC**

By: _____

Mark Landes Esq.
Partner

CERTIFICATE OF AVAILABLE FUNDS

I certify that the money required to meet this contract has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code § 5705.01 to § 5705.47.

Date

April Grube, Fiscal Officer